



**Request for Proposal -  
Arbitrage Services for the Inland  
Empire Public Facilities  
Corporation, the San Bernardino  
County Financing Authority, the  
County of San Bernardino  
Redevelopment Agency, Special  
Districts, and Community  
Development and Housing**

**RFP#ACR08-Arbitrage  
County of San Bernardino  
Auditor/Controller-Recorder  
222 W. Hospitality Lane  
San Bernardino, CA 92415  
December 2008**

## **I. INTRODUCTION**

### **A. Purpose**

This Request for Proposal (RFP) is to solicit proposals from qualified firms (VENDOR) to issue comprehensive reports of the arbitrage calculations for each tax exempt bond issue and bond year-end detailed in Exhibit A of this RPF. The tax exempt bonds were issued by the Inland Empire Public Facilities Corporation (IEPFC), the San Bernardino County Financing Authority (SBCFA), the County of San Bernardino Redevelopment Agency, Special Districts and Community Development and Housing. The COUNTY reserves the right to only issue a single year arbitrage contract per bond issue based upon evaluation of the proposals.

### **B. Period of Agreement**

The agreement issued pursuant to this RFP is to cover arbitrage calculations for the bond years ending; 2009; 2010; and 2011.

### **C. Minimum Vendor Requirements**

#### All Vendors must:

1. Have at least three (3) years experience in providing these type services for other governmental entities.
2. Provide at least three (3) references, other than the County of San Bernardino, for which these type services have been performed within the past five (5) years.
3. Meet other presentation and participation requirements listed in this RFP.
4. Have no outstanding or pending complaints as determined that have reached final resolution through the Better Business Bureau and State of California Department of Consumer Affairs, and have no unsatisfactory record of performance with any public agency.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

### **D. Questions**

Questions regarding the services being requested or the contents of this RFP must be submitted in writing on or before 12:00 Noon (Local Time) on December 30, 2008 and directed to the individual listed in Part I, Section E. All questions will be answered and copies of both the questions and answers will be posted on the County's website.

### **E. Correspondence**

All correspondence, including proposals, must be submitted to:

**Howard M. Ochi, Chief Deputy Auditor  
Auditor/Controller-Recorder Office  
222 W. Hospitality Lane, Fourth Floor  
San Bernardino, CA 92415  
(909) 386-8822  
Fax (909) 386-8830  
Email: hochi@acr.sbcounty.gov**

Fax number and e-mail address may be used to submit questions only. Proposals will not be accepted by e-mail or facsimile.

#### **F. Proposal Submission Deadline**

All proposals must be received at the address listed above, no later than 2:00pm on January 9, 2009. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Proposals received after the deadline will be marked "LATE" and will receive no further consideration.

#### **G. Admonition to Vendors**

Once this RFP has been issued, VENDORS are specifically directed not to contact County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the VENDOR. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph E. Answers to VENDOR questions will be posted to the Purchasing Department website at [www.co.san-bernardino.ca.us/purchasing](http://www.co.san-bernardino.ca.us/purchasing).

#### **H. Local Preference**

The County of San Bernardino has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For purposes of the application of the local preference policy (County Policy 11 – 12), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP, Request for Quotes (RFQ), Quote(s) and Requests for Applications (RFA) for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the Vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other

Vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the contract award.

## **II. PROPOSAL TIMELINE**

Release of RFP	December 16, 2008
Deadline for Submission of Questions	12:00 Noon (PST) on December 30, 2008
Deadline for Posting Answers to Questions on Purchasing Website	12:00 Noon (PST) on January 2, 2009
Deadline for Proposals	2:00 p.m. (PST) on January 9, 2009
Tentative Date of Notification of Award	February 2009

## **III. PROPOSAL CONDITIONS**

### **A. Contingencies**

This Request for Proposal (RFP) does not commit the County of San Bernardino to award an agreement. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. All proposals will become part of the County's official files without obligation on its part. The lack of response to this RFP will not prevent inclusion in future proposals. However, we do appreciate that you communicate to us in writing the reason for which you do not intend to submit a proposal.

### **B. Acceptance or Rejection of Proposals**

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. Price may not be the sole factor upon which the COUNTY'S decision to award is based. Award may be based on unit prices or cumulative totals or upon other considerations. The COUNTY will make the award based upon the proposal, which best meets its need. The COUNTY may reject any or all proposals, any portion of a proposal, and may waive any informality or immaterial irregularities in a proposal.

### **C. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

### **D. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the VENDOR'S responsibility to ensure that its proposal arrives on or before the specified time.

### **E. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and VENDORS agree that all costs incurred in developing this proposal are the VENDOR'S responsibility.

**F. Negotiations**

The County may require the potential VENDOR selected to participate in negotiations, and to submit revisions of their proposals as may result from negotiations.

**G. Final Authority**

The final authority to award an agreement as a result of this RFP rests solely with the Board of Supervisors of the County of San Bernardino.

**IV. BACKGROUND**

Arbitrage information must be compiled from transaction records prepared by trustee banks or institutions and other information maintained by the County Administrative Office (for bonds issued by the IEPFC, SBCFA, the County of San Bernardino Redevelopment Agency, Special Districts, and Community Development and Housing).

**V. SCOPE OF WORK**

**A. Description**

The COUNTY requests the services of an arbitrage rebate consultant to provide services related to the tax exempt bond issues listed in Exhibit A of this RFP. Deliverables include a comprehensive report of the arbitrage rebate calculations for each tax exempt bond issue, to be prepared annually for each bond issue, and completion of applicable tax returns (if required) for each five-year (or final) computation date.

The primary objective is to calculate any excess investment earnings that must be rebated, or reserved for rebate, to the Federal Government and the preparation of IRS Form 8038-T with complete filing instructions. The reports must include calculations of the rebate amount due to the IRS, calculation of the overall investment yield, calculation of yield reduction payments required, and a schedule of different acceptable methodologies of the Income Tax Regulations to minimize the rebate liability of the COUNTY. The COUNTY's need for calculations will be annual. The COUNTY requires compliance with all applicable Treasury Regulations and the Internal Revenue Code.

**B. Deadlines**

The COUNTY's timeline for receiving arbitrage rebate calculations and any required tax returns is 45 days after the bond year-end (or other computation date), or the date the bonds are no longer outstanding.

**VI. GENERAL AGREEMENT TERMS**

VENDOR will be required to enter into a contract that contains the following general terms:

**A. General**

**1. Representation of the County**

In the performance of the Agreement, VENDOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

**2. Vendor Primary Contact**

The VENDOR will designate an individual to serve as the primary point of contact for the Agreement. VENDOR or designee must respond to COUNTY inquiries within two (2) business days. VENDOR shall not change the primary contact without written acknowledgement to the COUNTY. Vendor will also designate a back-up point of contact in the event the primary contact is not available.

**3. Change of Address**

VENDOR shall notify the COUNTY in writing, of any change in mailing address within ten (10) business days of the change.

**4. Subcontracting**

VENDOR agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the COUNTY. Any subcontracting shall be subject to the same terms and conditions as VENDOR. VENDOR shall be fully responsible for the performance and payments of any subcontractor's contract.

**5. Agreement Assignability**

Without the prior written consent of the COUNTY, the agreement is not assignable by VENDOR either in whole or in part.

**6. Agreement Amendments**

VENDOR agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

**7. Termination for Convenience**

The COUNTY for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this Agreement. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the VENDOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice VENDOR shall promptly discontinue services unless the notice directs otherwise. VENDOR shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**8. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 INDEMNIFICATION.

**9. Venue**

The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

**10. Licenses and Permits**

VENDOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The VENDOR shall maintain these licenses and permits in effect for the duration of this Agreement. VENDOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

**11. Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the VENDOR shall notify the COUNTY within one (1) working day, in writing and by telephone.

**12. Conflict of Interest**

VENDOR shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the VENDOR or officer or employee of the VENDOR.

**13. Improper Consideration**

VENDOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

VENDOR shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from VENDOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**14. Inaccuracies or Misrepresentations**

If in the course of the RFP process or in the administration of a resulting Agreement, the COUNTY determines that VENDOR has made a material misstatement or misrepresentation or

that materially inaccurate information has been provided to the COUNTY, the VENDOR may be terminated from the RFP process or in the event an agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

**15. Employment of Former County Officials**

VENDOR agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent VENDOR. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of VENDOR. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**16. Recycled Paper Products**

The County has adopted a recycled product purchasing standards policy (11-10), which requires VENDORS to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires VENDORS to use both sides of paper sheets for reports submitted to the County whenever practicable.

**17. Payment**

VENDOR shall be paid for services under this agreement on an individual report basis. Payment for an individual report will be made upon receipt and acceptance of said report by the County.

**18. Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by VENDOR pursuant to this Agreement shall be considered property of the COUNTY upon payment for services. All such items shall be delivered to COUNTY at the completion of work under this Agreement, subject to the requirements of Section VI, A-7 (Termination for Convenience). Unless otherwise directed by County, VENDOR may retain copies of such items.

**19. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this Agreement or VENDOR'S relationship with County may be made or used without prior written approval of the County.

**20. Disclosure of Criminal and Civil Proceedings**

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative



firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

## **21. Legality and Severability**

The parties' actions under this Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of this Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

## **22. Taxes**

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on VENDOR or on any taxes levied on employee wages. VENDOR shall assume full responsibility for all Federal, State and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to VENDOR and VENDOR'S employees and agents engaged in the performance of this Contract.

## **23. Nondiscrimination**

VENDOR will not discriminate against any employer or applicant for employment because of race, color, religion, sex, or national origin. VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin, employment upgrading, demotion, or transfer, recruitment, advertising, layoff or termination; rates of pay including apprenticeship. VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

#### **24. Electronic Funds Transfer**

The County of San Bernardino Auditor/Controller-Recorder office prefers direct deposit for VENDOR payments. Instead of creating a paper check the County will and with the VENDOR'S approval, directly deposit funds to the VENDOR'S checking account via electronic funds transfers (EFT). Details and forms regarding EFT payments will be provided upon execution of this Contract.

#### **B. Indemnification and Insurance Requirements**

- 1. Indemnification** – The VENDOR agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The VENDOR'S indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

County hereby agrees to indemnify and hold harmless Contractor from any and all claims, including defense costs, whether resulting from court action or otherwise, arising out of the sole intentional or negligent acts or omissions of the County and its officers, agents or employees in the performance of this agreement.

- 2. Additional Insured** – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- 3. Waiver of Subrogation Rights** – The VENDOR shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, VENDORS and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the VENDOR and VENDOR'S employees or agents from waiving the right of subrogation prior to a loss or claim. The VENDOR hereby waives all rights of subrogation against the County.
- 4. Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 5. Severability of Interests** – The VENDOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the VENDOR and the County or between the County and any other insured or additional insured under the policy.

6. **Proof of Coverage** – The VENDOR shall immediately furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County Department and VENDOR shall maintain such insurance from the time VENDOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the VENDOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VI”.
8. **Deductibles and Self-Insured Retention** - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the VENDOR or County payments to the VENDOR will be reduced to pay for County purchased insurance.
10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available., is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. VENDOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

#### **C. Insurance Specifications**

The VENDOR agrees to provide insurance set forth in accordance with the requirements herein. If the VENDOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the VENDOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the Contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the VENDOR shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

1. **Workers' Compensation/Employers Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the VENDOR and all risks to such persons under this Contract.

If VENDOR has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to VENDORS that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

2. **Commercial/General Liability Insurance** – The VENDOR shall carry General Liability Insurance covering all operations performed by or on behalf of the VENDOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Contractual liability.
- (e) \$2,000,000 general aggregate limit.

3. **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the VENDOR is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the VENDOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

4. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

5. **Professional Services Requirements** – In addition to the Basic Requirements/Specifications for all Contracts, professional service Contracts shall include the following additional requirements:

**Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits or

**Errors and Omissions Liability Insurance** with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

**D. Right to Monitor and Audit**

**1. Right to Monitor**

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of VENDOR in the delivery of services provided under this Contract. VENDOR shall give full cooperation in any auditing or monitoring conducted. VENDOR shall cooperate with the County in the implementation, monitoring and evaluation of this contract and comply with any and all reporting requirements established by the County.

**2. Availability of Records**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three (3) years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

**VII. PROPOSAL SUBMISSION**

**A. General**

1. All interest and qualified VENDORS are invited to submit a proposal for consideration. Submission of a proposal indicates that the VENDOR has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act."

**B. Proposal Presentation Instructions**

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.

2. One (1) original and four (4) copies, total of five (5), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II, (Proposal Timeline). The original and all copies must be in a sealed envelope or container stating on the outside: VENDOR Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date.
3. Proposals must be verified before submission as they cannot be withdrawn, or corrected after being opened. The COUNTY will not be responsible for errors, or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. California State Sales Tax should not be included in VENDOR'S quotation.
4. Hand carried proposals may be delivered to the address listed in Section I, E, only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and up to 2pm on the day of the deadline, excluding holidays observed by the County. VENDORS are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

The COUNTY reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

#### VIII. PROPOSAL FORMAT

**Please do not include any additional information that is not required by this RFP.** Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

- A. Cover Page** - Attachment B is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the VENDOR.
- B. Table of Contents** - All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
- C. References** - Provide three (3) references from agencies other than the County that you have provided these services for. Provide Contact Name, Address, Phone Number, and dates services were provided. This information must be included on Attachment A.
- D. Proposed Costs** - The submitted schedule should clearly show the total cost of each report for each individual bond issue for each bond year-end included in Exhibit A of this RFP. If the estimated number of hours worked is exceeded, the County bears no responsibility to compensate the Vendor for those hours.
- E. Statement of Certification** - Include the following in this section of the proposal:
  1. Exceptions to RFP- Complete Exceptions to RFP form (**Attachment C**) in which VENDOR lists any exceptions to or deviations from the requirements of the RFP. VENDOR must fully and clearly state and explain the basis for the exception. If there are not exceptions, a statement to that effect must be made. If the exceptions taken are contrary to COUNTY policy, at the sole discretion of COUNTY, the proposal may be rejected. VENDORS failing to note exceptions in their proposals will waive their rights to assert these exceptions during negotiations. Failure to abide by this rule is cause for termination of negotiations. VENDORS are obligated to review and fully understand the General Agreement Terms as condition of proposing. Noted exceptions to the General Agreement Terms must be accompanied by VENDORS recommendations.

2. A concise statement of the product(s)/services proposed and the overall cost.
3. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
4. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective VENDOR or competitor for the purpose of restricting competition.
5. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warrant, the falsity of which will entitle the County to pursue any remedy by law.
6. A statement that the VENDOR agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
7. A statement that the VENDOR agrees to provide the County with any other information the County determines is necessary for an accurate determination of the VENDOR'S ability to perform the services as proposed; and
8. A statement that the prospective VENDOR, if selected will comply with all applicable rules, laws and regulations.

**F. Proposal Description** – A detailed description of the proposal being made.

1. The proposal should address, but is not limited to, all terms in Section V.
2. The proposal should include the following:
  - A brief synopsis of the VENDOR'S understanding of the County's needs and how the VENDOR plans to meet these.
  - An explanation of any assumptions and/or constraints.

**G. Statement of Qualifications** – Include the following in this section of the proposal:

1. Number of years the prospective VENDOR has been in business under the present business name, as well as related prior business names.
2. A list of references with which VENDOR has provided similar services during the last three (3) years. Please include the name, address, and telephone number, and the type of services provided. Please include a contact person who the County can call in order to verify the quality of services your organization/firm has provided.

**H. Employment of Former County Officials**

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head,

assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

**I. Insurance**

Submit evidence of ability to insure as stated in Section VI, B, Indemnification and Insurance Requirements.

**IX. PROPOSAL EVALUATION AND SELECTION**

**A. Evaluation Process**

All proposals will be subject to a standard review process developed by the County. The evaluation will be based on the written proposal as submitted, but may include an oral interview with the VENDOR.

**B. Evaluation Criteria**

**1. Initial Review**

All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
- b. Prospective VENDORS must meet the requirements as stated in the Minimum VENDOR Requirements as outlined in Section I, C.

Failure to meet any of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases, the VENDOR will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

**2. Final Review**

Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):

- a. Proposed cost of service.
- b. VENDOR'S qualifications and experience in performing the services requested in this RFP.
- c. VENDOR'S proposed plan to achieve the Scope of Work, as outlined in Section V.
- d. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.



**C. Evaluation Committee**

The evaluation team will consist of representatives from the Purchasing Department, County Administrative Office, the Auditor Controller-Recorder Office, and Community Development and Housing.

**D. Agreement Award**

Agreement will be awarded based on a competitive selection of the proposals received. The contents of the proposal of the successful VENDOR will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

**E. Disputes Relating to Proposal Process and Award**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Auditor Controller. VENDOR may appeal the recommended award or denial of award, provided the following stipulations are met:

- a. Appeal must be in writing.
- b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Larry Walker, Auditor/Controller-Recorder  
County of San Bernardino  
Auditor/Controller-Recorder  
222 W. Hospitality Lane, 4th Floor  
San Bernardino, CA 92415

**F. Final Authority**

The final authority to award an Agreement rests solely with the Board of Supervisors of the County of San Bernardino.

**Attachment A – References**

<b>Name of Agency</b>	<b>Contact Name</b>	<b>Phone Number</b>	<b>Dates services provided (from/thru)</b>

PROPOSAL FOR ARBITRAGE SERVICES

**VENDOR'S NAME** (*name of firm, entity or organization*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

\_\_\_\_\_

**NAME AND TITLE OF VENDOR'S CONTACT PERSON:**

\_\_\_\_\_

**MAILING ADDRESS:**

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**VENDOR'S ORGANIZATIONAL STRUCTURE**

\_\_\_ Corporation \_\_\_ Partnership \_\_\_ Proprietorship \_\_\_ Joint Venture

\_\_\_ Other (explain): \_\_\_\_\_  
\_\_\_\_\_

**If Corporation, Date Incorporate:** \_\_\_\_\_ **State Incorporated:** \_\_\_\_\_

**States Registered in as foreign corporation:**

**VENDORS SERVICES OR BUSINESS ACTIVITES OTHER THAN WHAT THIS RFP REQUESTS:**

\_\_\_\_\_  
\_\_\_\_\_

**VENDOR'S AUTHORIZED SIGNATURE:**

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## Attachment C – Exceptions to RFP

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CONTRACTOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

Telephone# (     ) \_\_\_\_\_ Fax # (     )

- ☐ I have reviewed the RFP and General Agreement Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required)

Name of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

## Request for Proposal for Arbitrage Services

Bond Issue	Bond Year End of Most Recent Arbitrage Calculation	Bond Year End	Proposals Requested for Bond Years Ending in:
<b>Inland Empire Public Facilities Corporation</b>			
1992 Medical Center	1/1/2008	01/01	2009, 2010, 2011
1994 County Medical Center	2/1/2008	02/01	2009, 2010, 2011
1995 County Medical Center*	2/1/2008	02/01	2009, 2010, 2011
1996 County Medical Center*	2/1/2008	02/01	2009, 2010, 2011
1997 Public Improvement Financing Project	10/1/2008	10/01	2009, 2010, 2011
1998 County Medical Center*	8/1/2008	08/01	2009, 2010, 2011
2002 Justice Center Airport Refinancing Project	4/1/2008	04/01	2009, 2010, 2011
2008 Refunding Program Series A (Issued 4/16/2008)**	None	Not Yet Determined	2009, 2010, 2011

\*Shared Reserve Fund

\*\*Shared Reserve Fund with 2008 Refunding Program Series B (taxable bonds)

### San Bernardino County Financing Authority

2007 Courthouse Revenue Bonds (Issued 6/29/2007)	None	Not Yet Determined	2009, 2010, 2011
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### County of San Bernardino Redevelopment Agency

(San Sevaine) Tax Allocation Bonds, 2000 Series A	9/1/2008	09/01	2009
(San Sevaine) Tax Allocation Bonds, 2005 Series A (Issued December 13, 2005)	None	Not Yet Determined	2009, 2010, 2011

### Special Districts

CFD 2002-1 Kaiser Commerce Center	10/9/2008	10/9	2009, 2010, 2011
CFD 2003-1 Citrus Plaza	5/21/2008	5/22	2009, 2010, 2011

### Community Development and Housing (County of San Bernardino)

San Bernardino County Home Mortgage Revenue Bonds 2001A-1/A-2 Single Family	7/1/2002	5/28	2008, 2009, 2010, 2011
San Bernardino County Home Mortgage Revenue Bonds 1999 Series Single Family	6/1/2004	6/01	2008, 2009
San Bernardino County Home Mortgage Revenue Bonds 2000 A/B Series Single Family	6/12/05	6/01	2008, 2009, 2010
San Bernardino County Home Mortgage Revenue Bonds 2002 D Series Single Family	9/23/2005	2/18	2008